

**VACATION TRAVEL MAILING  
PARTICIPATION AGREEMENT**

AGREEMENT (the "Agreement") made and entered into by and between Treasure Chest Themed Value Mail, Inc., a New York Corporation (the "Company"), and David Morris Intl, a California Corporation (the "Sponsor").

Section 1. Services. The Company hereby agrees, subject to the satisfaction of the terms and conditions set forth herein, to include the Sponsor's information on two sides of an insert in the Company's direct mail business campaign to at least 730,000 vacation travelers nationwide (the "Mailing") with two logos on response card. Sponsor to also receive greater than 300,000 follow up weekly digital impressions through September 30, 2016 for two different products.

Section 2. Mailing. The Mailing shall commence on or about March 28, 2016 and continue until approximately April 11, 2016 (the "Mailing Date").

Section 3. Participation and Printing Fee. The participation and printing fee to include one Sponsor insert in the Mailing shall be \$45,000 payable July 1, 2016 and up to \$40,000 in airfare and hotel accommodations at fair market value and up to \$10,000 value in Arosa cruises.

Sponsor is guaranteed greater than 3,000 total leads. Falling short, the following season is free.

Section 4. Indemnification. The Sponsor hereby agrees to be solely responsible for, to defend, and to indemnify the Company and its respective directors, officers, agents and employees, and to hold each of them harmless from any claims, demands, causes of action, or damages, including reasonable attorney's fees and court costs, arising out of, or in connection with, any Sponsor insert and/or use of any products described therein included in the Mailing, so long as the Company no way alters or modifies the Sponsors insert without the written consent of the Sponsor. In the event of monies past due; 1.5% monthly finance fee applies; costs necessary to collect past due balance paid by Sponsor.

Section 5. Liability. The Company is not liable for delays in mailing and/or non-mailing in the event of Act of God, action by any governmental or quasi-governmental entity, fire, flood, insurrection, riot, explosion, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any condition beyond control of the Company affecting production or delivery in any manner.

Section 6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

TREASURE CHEST  
THEMED VALUE MAIL, INC.

By:   
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Richard F. Shane  
President

Dated: 25 January, 2016



Name: David Morris  
Title: President  
David Morris International, Inc.